



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

SOUTHERN PUEBLOS AGENCY

P.O. BOX 1667

1000 INDIAN SCHOOL ROAD, N.W.
ALBUQUERQUE, NEW MEXICO 87103

NMSH-2

C/M #72
10-22-80

IN REPLY REFER TO:
Real Property
Management

JUL 08 1980

Mr. Harry Early
Governor, Pueblo of Laguna
P. O. Box 194
Laguna, New Mexico 87026

Confidential Claim Retracted

Authorized by: SC

Date: 6/25/13

Dear Governor Early:

In response to your request dated February 20, 1980, enclosed is a copy of a Counseling Memorandum regarding a rental adjustment of a lease with the New Mexico State Highway Department. The BIA appraiser feels that \$1000 annual rental is adequate compensation.

Please note the appraisal review is furnished for your information and guidance only and should not in any way limit, restrict, or influence the bargaining prerogatives of your Tribal Council. It is recommended that the contents and conclusions given in the appraisal review be kept confidential and not made available to the New Mexico State Highway Department representatives.

As soon as you and your Council have negotiated a higher rental, please let us know the amount and we shall prepare the necessary amendment to lease.

If we can be of further assistance in this matter, please let us know.

Sincerely yours,


Agency Realty Officer

Enclosures

REC

JUL 8 1980

PUEBLO OF LAGUNA
GOVERNOR'S OFFICE

CONFIDENTIAL



9388973

POL-EPA01-0007041

APPRAISAL REPORT

LF 2) Lucero

PROPERTY OF

Pueblo of Laguna

S/P 10-80

COUNSELING MEMORANDUM

SUBJECT: Lease Agreement, Pueblo of Laguna - The New Mexico State Highway Department.

The subject site contains ten acres of land and is leased to the New Mexico State Highway Department as a maintenance yard for storing highway maintenance equipment and materials.

This property is located on a graded road off the Mesita Interchange and just south of Interstate Highway 40.

The site has been improved by the lessee with a modern-type maintenance building and other miscellaneous small improvements. There is a chain-link security fence around the property.

Item 7 of the lease provision calls for a rental review and adjustment at not less than five year intervals considering the economic conditions at the time.

The present rent is \$500 per year for the land only. The rent was to be paid on the first day of January 1972, and January 1 each year thereafter for the duration of the lease, although the lease was not signed until August 1972.

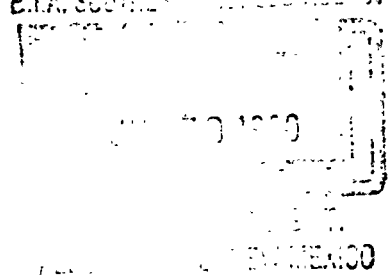
One method of adjusting the rent, considering the present economic conditions, is by the Consumer Price Index.

From January of 1972 to January of 1980, the percentage increase was 89.3 percent as indicated by the CPI.

Indicated present rental per year

$$\begin{aligned} \$500 \times 1.893 &= \$946.50 \\ \text{Rounded} &= \$1000 \end{aligned}$$

Based on the CPI, the indicated rental adjustment is \$500 per year or a total annual rental of \$1000.



Ronald L. Green
Ronald L. Green
Chief, Appraisal Section
Branch of Real Estate Services
Bureau of Indian Affairs
June 27, 1980

ALBUQUERQUE AREA OFFICE

0861/17/9

U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

LEASE

Allotment No.

Lease No.

Contract No.

Southern Pueblos

Indian Agency

THIS CONTRACT, made and entered into this 9th day of August, A.D. 1972,
by and between the Indian or Indians named below (the Secretary of the Interior acting for and on behalf of the Indians)
hereinafter called the "lessor," and PUEBLO OF LAGUNA, a Band of Indians residing in New Mexico,
hereinafter called the "lessor," and THE NEW MEXICO STATE HIGHWAY COMMISSION of
P.O. Box 1149
Santa Fe, New Mexico, 87501, hereinafter called the "lessee" in accordance with the provisions of existing
law and the regulations (25 CFR 131) which by reference are made a part hereof.

WITNESSETH, That for and in consideration of the rents, covenants, and agreements hereinafter provided, the lessor
hereby lets and leases unto the lessee the land and premises described as follows, to wit:

A tract of Laguna Pueblo tribal land lying and being situate in section 13,
T. 9 N., R. 5 W., N.M.P.M., as described on the attached description marked Exhibit
"A" and as shown on attached plat marked Exhibit "B".

containing 10.00 acres, more or less, for the term of 25 years, beginning on the 1st day
of January, 1972, to be used only for the following purposes: Establishing and
operating a highway patrol and maintenance headquarters.

The lessee, in consideration of the foregoing, covenants and agrees, as rental for the land and premises, to pay:

TO—	DATE DUE	AMOUNT
Bonded Treasurer, Pueblo	On or before Jan. 1, 1972:	\$500.00
of Laguna, through Super-	on or before January 1 of	
Intendent, Southern Pueblos	each and every year for the	
Agency, P.O. Box 1667,	duration of this lease	\$500.00
Albuquerque, N.M. 87103		

In the event of the death of any of the owners to whom, under the terms of this lease, rentals are to be paid direct, all
rentals remaining due and payable shall be paid to the official of the Bureau of Indian Affairs having jurisdiction over the
leased premises. This provision is applicable only while the leased premises are in trust or restricted status.

While the leased premises are in trust or restricted status, the Secretary may in his discretion, and upon notice to the
lessee, suspend the direct rental payment provisions of this lease in which event the rentals shall be paid to the official of the
Bureau of Indian Affairs having jurisdiction over the leased premises.

This lease is subject to the following provisions:

1. "SECRETARY" as used herein means the Secretary of the Interior or his authorized representative.

2. IMPROVEMENTS.—Unless otherwise provided herein it is understood and agreed that any buildings or other improvements placed upon the said land by the lessee become the property of the lessor upon termination or expiration of this lease.

3. UNLAWFUL CONDUCT.—The lessee agrees that he will not use or cause to be used any part of said premises for any unlawful conduct or purpose.

4. SUBLEASES AND ASSIGNMENTS.—Unless otherwise provided herein, a sublease, assignment or amendment of this lease may be made only with the approval of the Secretary and the written consent of all parties to this lease, including the surety or sureties.

5. INTEREST.—It is understood and agreed between the parties hereto that, if any installment of rental is not paid within 30 days after becoming due, interest at the rate of 6 percent per annum will become due and payable from the date such rental became due and will run until said rental is paid.

6. RELINQUISHMENT OF SUPERVISION BY THE SECRETARY.—Nothing contained in this lease shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the land by the issuance of a fee patent or otherwise during the term of the lease; however, such termination shall not serve to abrogate the lease. The owners of the land and the lessee and his surety or sureties shall be notified by the Secretary of any such change in the status of the land.

7. RENTAL ADJUSTMENT.—The rental provisions in all leases which are granted for a term of more than five years and which are not based primarily on percentages of income produced by the land shall be subject to review and adjustment by the Secretary at not less than five-year in-

14. The lessee agrees that in the employment of labor to carry out highway maintenance and patrol work on and in the vicinity of the site leased hereunder, preference will be given to qualified local residents of the immediate vicinity of the place the work is to be performed. In this regard the lessee agrees to notify the Governor of the Pueblo of Laguna of the type and positions of employees sought in order that the Pueblo Governor may furnish the lessee with a list of available qualified applicants.

15. It is understood and agreed that all improvements placed on the leased premises will remain the property of the lessee and will be removed from the leased premises by the lessee within 60 days following termination or cancellation of this lease.

16. It is understood and agreed that the lessee may renew this lease for an additional term of twenty-five (25) years at terms mutually agreeable, provided lessee applies in writing for said renewal at least 60 days prior to the termination date of this lease.

tervals in accordance with the regulations in 25 CFR 131. Such review shall give consideration to the economic conditions at the time, exclusive of improvement or development required by this contract or the contribution value of such improvements.

8. INTEREST OF MEMBER OF CONGRESS.—No Member of, or Delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this provision shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

9. VIOLATIONS OF LEASE.—It is understood and agreed that violations of this lease shall be acted upon in accordance with the regulations in 25 CFR 131.

10. ASSENT NOT WAIVER OF FUTURE BREACH OF COVENANTS.—No assent, express or implied, to any breach of any of the lessee's covenants, shall be deemed to be a waiver of any succeeding breach of any covenants.

11. UPON WHOM BINDING.—It is understood and agreed that the covenants and agreements hereinbefore mentioned shall extend to and be binding upon the heirs, assigns, successors, executors, and administrators of the parties of this lease. While the leased premises are in trust or restricted status, all of the lessee's obligations under this lease, and the obligations of its sureties, are to the United States as well as to the owner of the land.

12. APPROVAL.—It is further understood and agreed between the parties hereto that this lease shall be valid and binding only after approval by the Secretary.

13. ADDITIONS.—Prior to execution of this lease,
provision(s) number(s) 14 through 16

..... has (have) been added hereto
and by reference is (are) made a part hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 9th day of August, 1972

Witnesses (two to each signature):

P. O. John T. Fry
John T. Fry

APPROVED by the Legal Division

P. O. E. Chaney
E. Chaney

Date 5-10-72

Clarence M. Erickson

P. O. John T. Fry

P. O. _____

P. O. _____

P. O. _____

P. O. _____

P. O. _____

P. O. _____

P. O. _____

NEW MEXICO STATE HIGHWAY COMMISSION

By John A. Fairly Jr.
for STATE Highway Engineer Lessee.

John A. Fairly Jr.
STATE Highway Engineer Lessee.

PUEBLO OF LAGUNA

By Timothy P. Analla
Governor Lessor.

x Isid. Francisco Sr.
Member of Council ~~XXXXXX~~

x Valentin P. Analla
Member of Council ~~XXXXXX~~

Lessor.

Lessor.

Lessor.

Lessor.

Lessor.

AUTHORITY: 10 BLM Sec. 2.14

Approved Aug 10, 1972

★ U.S. GOVERNMENT PRINTING OFFICE: 1969-0-411-001
Albuquerque Area Director (Natural Resources Protection) John E. Carter
Albuquerque Area Office

POL-EPA01-0007045

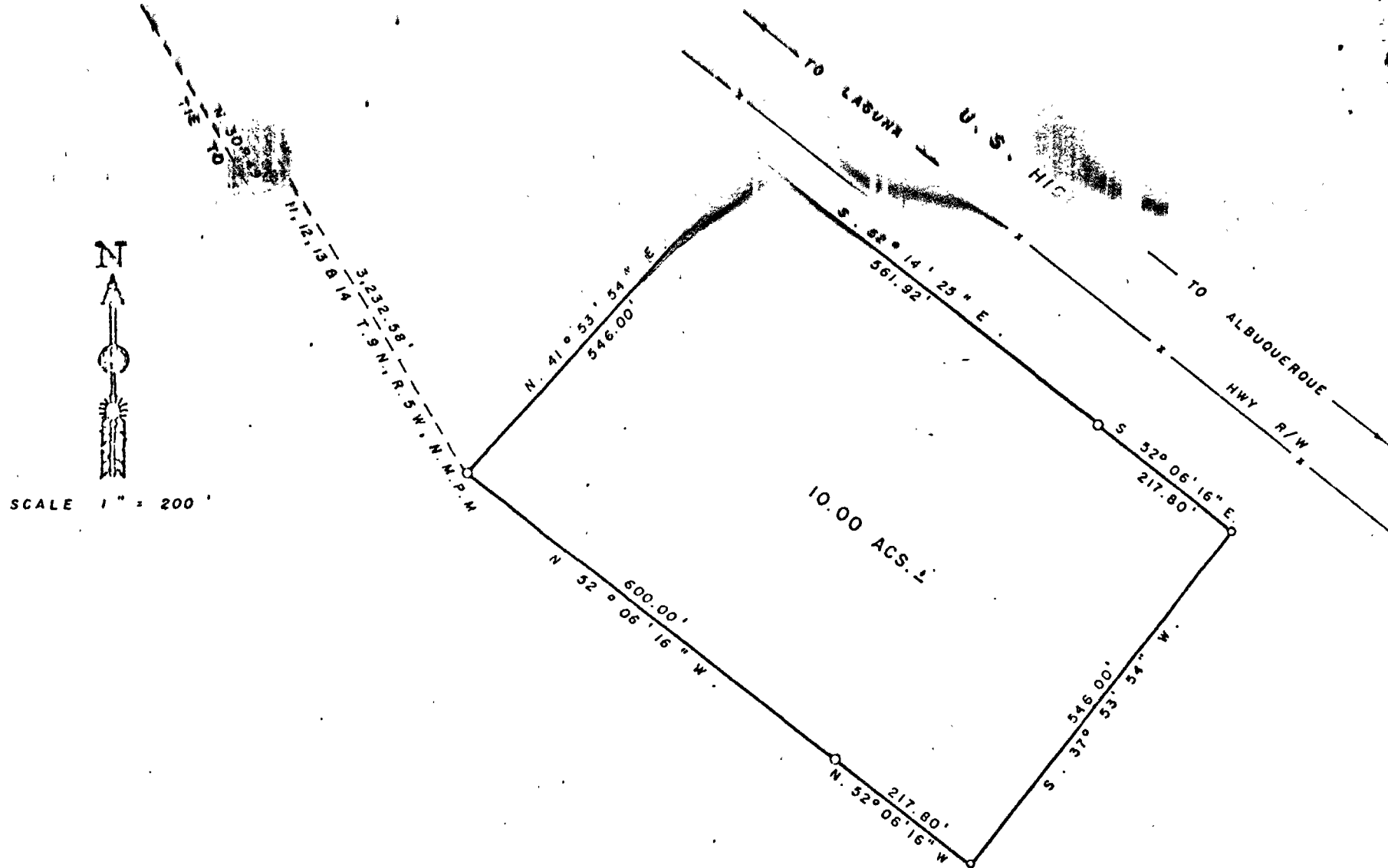


Exhibit "B"

STATE HIGHWAY DEPT. - MAINTENANCE HEADQUARTERS SITE
SECTION 13 T. 9 N., R. 5 W., N. M. P. M.
LAGUNA RESERVATION

REVISED 3/21/72

J. P. JR. - E. L. 9/27/

CONFIDENTIAL

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